



UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF MISSISSIPPI

NORTH STREET I, LLC d/b/a
CAMILLE VILLAGE

PLAINTIFF

V.

CIVIL ACTION NO: 1:10cv209LG-RHW

SCOTTSDALE INSURANCE COMPANY

DEFENDANT

COMPLAINT (JURY TRIAL REQUESTED)

NOW INTO COURT through undersigned counsel comes plaintiff North Street I, LLC d/b/a Camille Village ("North Street"), a Mississippi limited liability company, whose principal place of business is in Harrison County, Pass Christian, Mississippi, and respectfully moves and represents as follows:

(1)

There is diversity jurisdiction of this matter under 28 U.S.C. 1332 inasmuch as plaintiff is a citizen of Mississippi, defendant is a citizen of Ohio, and the amount in controversy, exclusive of interest, costs, and attorney fees, is in excess of \$ 75,000.

(2)

Made defendant herein is Scottsdale Insurance Company ("Scottsdale"), an Ohio insurer authorized to do and doing business in the State of Mississippi and within the jurisdiction of this Honorable Court. Defendant may be served with process, under the terms of its contract, by serving the Insurance Commissioner of the State of Mississippi at 1804 Walter Sillers Building, Jackson Mississippi 39205 who is authorized to mail a true copy to Michael Horsman, 8877 N. Gainey Center Dr., Scottsdale, AZ 85258.

(3)

At all times pertinent hereto, Scottsdale had in force and effect a policy of insurance with policy number CPS0929871, effective dates 5/18/08 to 5/18/09 which insured plaintiff against the damages complained of herein. More specifically, this policy insured plaintiff against property damage occurring to the Camille Village apartment complex, an apartment complex owned and operated by plaintiff and located within the jurisdiction of this Honorable Court.

(4)

On or about September 1, 2008, during the effective period of the policy, Hurricane Gustav struck the U.S. and caused damage to property in Louisiana and Mississippi including damage to the Camille Village apartment complex.

(5)

As a result of this event, the Camille Village apartment complex suffered property damage including immediate physical injury to the buildings, appurtenances, and building contents from wind and wind-driven rainwater as well as damage resulting from a mold infestation which was caused or contributed to by the physical injury to the buildings and the intrusion of rainwater. As a further result of this event, North Street 1, LLC suffered a loss of business income and incurred other expenses.

(6)

The exact amount of the damage is uncertain, but it appears that the total damage to North Street 1, LLC resulting from Hurricane Gustav could be as high as five million five hundred thousand dollars (\$5,500,000.00).

(7)

In the interest of completeness and candor, North Street will note that, on evidence available to this point, some of the damage to the property appears to have pre-dated Gustav. North Street is currently involved in litigation with various contractors who performed or allegedly performed services in connection with this property during the 2007-2008 time period. Thus, it is not clear what part of the total loss suffered by North Street is attributable to causes against which Scottsdale provides insurance coverage. North Street relies on the courts to determine which parties are responsible for which elements of damage after a full review of all pertinent evidence. However, it does appear that a substantial portion of the total loss is within the coverage of the Scottsdale policy such that Scottsdale Insurance Company is liable to plaintiff, under the terms and conditions of the policy, for a substantial portion of the total loss..

(8)

Representatives of North Street 1, LLC have contacted Scottsdale concerning this loss but have not received any response.

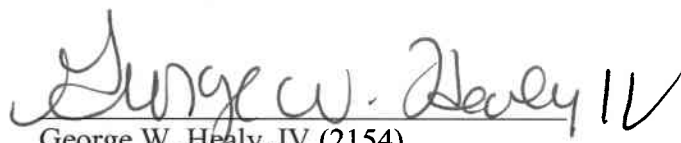
(9)

Plaintiff prays for a jury trial on all issues herein.

WHEREFORE plaintiff North Street 1, LLC prays that, after due proceedings had, there be judgment in favor of plaintiff and against Scottsdale Insurance Company in the total amount of five million five hundred thousand dollars (\$ 5,500,000.00) or such other amount as may appear to be reasonably due based on evidence presented herein, for all costs of court, for legal interest as provided by law, and for a TRIAL BY JURY ON ALL ISSUES herein.

Respectfully submitted this the 11 day of June, 2010.

BY PLAINTIFF NORTH STREET I, LLC d/b/a
CAMILLE VILLAGE


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